IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.281 OF 2003

IN

SUMMARY SUIT NO.3807 OF 2002.

K.R.Bulchandani,Prop of
M/s Kamal & Co .. Plaintiff

versus

M/s Credential Finance Ltd .. Defendant

Mr. Shailesh Shah for Plaintiff.
Mr. D.F.Sharma for Official Liquidator

CORAM : D.G. KARNIK, J

DATED : 1st February, 2005.

P.C:-

1. Heard learned counsel for the plaintiff and the defendant. The defendant company engaged the plaintiff as an Advocate and Solicitor for representing it in courts and rendering legal advice. The defendant rendered legal advice and sent bills xerox copies of which are annexed to the plaint at

Exhibit A1 to A12. The defendant received bills but did not make payment. The plaintiff demanded the payment but the defendant neglected to pay the amount. Hence, the plaintiff has filed this suit for recovery of the money.

2. Summons for Judgment was served on the defendant on 19th March, 2003. Learned counsel appearing for the defendant admits receipt of the Summons for Judgment. Despite service of the Summons for Judgment and passing of more than 21 months no affidavit in reply has been filed nor has the defendant applied for leave to defend the suit. In the circumstances, the averments made in the plaint are deemed to be admitted. The plaintiff is entitled to a decree under clause (b) of sub-Rule 6 of Order XXXVII of the Bombay High Court (Original Side) Rules, 1980.

3. Learned counsel for the plaintiff hands in the original documents. The original documents are taken on record and marked A (collectively). The documents show that the plaintiff had sent the bills and the defendant had received the said bills and have accepted them and made the following endorsement below each of the bills:

" Above payment shall be made as soon as possible."

S/d

Director of Defendant

4. In the plaint, the plaintiff has specifically averred that the plaintiff had sent the bills which were received by the defendant through its director Mr. Deepak Kocher who signed and made the endorsement. These averments in the plaint are not denied. In the circumstances, the plaintiff is entitled to a decree as prayed for. Hence, Summons for Judgment is made absolute and suit of the plaintiff is decreed in terms of prayer clause of the plaint. The defendant shall pay costs of the plaintiff.

D.G.KARNIK, J